

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

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KING'S GYM COMPLEX, INC., doing business as,  
KING'S ATHLETIC CLUB,

Plaintiff,

6:05-CV-1591

vs

PHILADELPHIA INDEMNITY INSURANCE CO.

Defendant.  
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APPEARANCES:

OF COUNSEL:

GUSTAVE J. DeTRAGLIA, JR., ESQ.

Attorney for Plaintiff

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MARK L. ANTIN, ESQ.

DAVID N. HURD

United States District Judge

**ORDER**

The following shall be substituted for the first full paragraph on page two of the Memorandum-Decision and Order issued June 16, 2006 (Docket No. 19) in this action:

On November 13, 2003, a severe windstorm passed through Webster, New York causing damage to the roof of the King's Athletic Club and water damage to parts of its interior. Plaintiff hired professional loss consultants at Basloe, Levin & Cuccaro, LTD./Adjusters International ("Adjuster's International") to assist it in filing a claim with its

commercial insurer, Philadelphia. On October 13, 2004, Adjuster's International wrote to Mr. Eric Walter of GAB Robins, an adjuster hired by Philadelphia, on plaintiff's behalf: "Please be advised that the insured intends to make claim on replacement cost basis for the involved property in accordance with the terms and conditions of the policy contract." (Docket No. 7, Walter Aff. Ex. E.) The letter also clarified that the policy's two-year statute of limitations for filing a claim would expire on November 13, 2005. Id.

IT IS SO ORDERED.

  
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David N. Hurd  
District Judge

Dated: June 20, 2006  
Utica, New York.